

ARTICLE 13
ASSIGNMENT AND TRANSFER – LABOR & TRADES UNIT

A. Definitions.

1. **Assignment.** An assignment is the particular job duties to be performed at or from a particular work location, (and as applicable) on an assigned shift, and on an assigned schedule.
2. **Reassignment.** A reassignment is a permanent change in assignment made by the Employer of an employee covered by this Agreement.
3. **Relocation.** Relocation is the reassignment of an employee by Management involving the mandatory change of personal residence.
4. **Transfer.** A transfer is a permanent change of assignment of an employee covered by this Agreement which is initiated by the employee.
5. **Work Location** shall be defined as all the premises of a Department in a county, unless otherwise agreed to by the parties in a secondary level negotiation, except that each of the following shall be considered a separate location:
 - a. A building or related group of buildings with twenty-five (25) or more employees in the Bargaining Unit.
 - b. A building or group of buildings which constitutes a facility in the Departments of Community Health, Corrections, Family Independence Agency, and Education.
 - c. In the Department of Corrections and the Department of Community Health, a “work location” is defined as (1) a facility, (2) multiple facilities that have shared services, or (3) facilities in close proximity to one another, not to exceed a distance of two miles.
6. **Vacancy.** A vacancy is a new or existing unfilled, permanent assignment which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy for purposes of transfer.
7. **Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the original vacancy.
8. **Work Unit.** Where applicable, establishment of work units will be discussed at secondary negotiations.

9. **Qualified.** For purposes of this Article, except as provided in Section E., an employee shall be deemed qualified if he/she is actively employed on a permanent basis in satisfactory status in the same Department and Civil Service classification as the vacancy.

B. Right of Assignment.

Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location within their classification. In filling a vacancy the Employer shall continue to have the right to assign a qualified employee subject only to the provisions of this Article.

C. General.

1. Initial assignments and transfers are not grievable.
2. Reassignments will not be executed solely for disciplinary purposes.
3. Where a reassignment with relocation is contested, the employee will accept the reassignment and will be entitled to reimbursement for travel expenses in accordance with the State Standardized Travel Regulations up to a maximum of one-hundred eighty (180) days while the appeal is being processed.
4. When filling the original and secondary vacancies, the Employer will use seniority as the basis for transfer, unless otherwise specified in this contract. Adequate and timely notice shall be made available to all employees of this Unit eligible to transfer to a vacancy.
5. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence, or change in work location in excess of twenty (20) miles from the employee's present work location. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time the employee is required to report early.

D. Assignment.

1. **Relief Assignment.** Relief assignment may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. This shall not be done to avoid the payment of overtime. Relief assignments may be utilized by the Employer as a regular assignment, including the possibility of a relief pool.

2. Other Assignment. The Employer may reassign an employee to a subsequent level vacancy, within the employee's work location, provided that such reassignment does not require a shift change.

In assigning or reassigning an employee from one work location to another, or within a work location from one assignment to another, requiring a change in shift, the Employer will assign the least senior qualified employee. Within the Department of Community Health, reassignment shall be confined to a Facility. Nothing in this Article shall preclude the Employer from seeking volunteers for an assignment before the Employer reassigns the employee.

3. Temporary Assignment. The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a layoff list without being bound by the procedure of Section E., Sub-sections 3. and 4., of this Article. Such temporary assignments shall not exceed ninety (90) calendar days.

However, when such temporary reassignment results in the employee being reassigned to a work location that is twenty (20) miles further from home than the permanent work location, the employee will be eligible for travel and meal allowances.

E. Transfer.

1. General. Except as provided in Article 12, Section F, permanent vacancies in classifications in this Unit at work locations shall be filled in accordance with the provisions of this Article.

Employees applying for a transfer within their current classification and work location shall be given consideration in accordance with Section E.3. in filling a vacancy in accordance with the following:

a. The Employer reserves the right to appoint a qualified employee to a vacancy. In evaluating qualifications the Employer will consider:

(1) Whether the employee's experience and performance indicate overall ability to perform the work required in a satisfactory manner;

(2) Employees on authorized sick leave for a period of more than two (2) weeks, from the time the Employer seeks to fill the vacancy or employees on leave of absence will be considered unavailable;

(3) Sub-class code (Selective certification requirements) or valid occupational requirements in accordance with Article 12, Layoff and Recall.

b. Should the Employer raise a question of physical fitness of an employee to perform required work, the employee will not be held to a higher standard of fitness than that which is currently necessary to secure employment in the particular classification.

The procedure for tiered transfer priorities and transfer across shifts within the same work location shall be a proper subject for secondary negotiations.

2. Limitations. The Employer shall not be required to consider:

a. Probationary employees;

b. Employees with less than a satisfactory service rating, or who have received a disciplinary suspension within one year preceding the date of the transfer request, or during the period between the application date and the date the employee is considered for transfer;

c. Employees who have been transferred as the result of a transfer request, or transferred or reassigned as a result of an Employee Conduct Transfer Reassignment, any time during the immediately preceding twelve (12) month period;

d. Within the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are no names from the Agency on the transfer list.

e. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediate preceding twelve (12) month period.

3. Original Vacancies. Except as provided in Article 12, Section F., original vacancies shall be filled by transfer of one of the three (3) most senior qualified employees who have applied for the vacancy by properly designating the work location(s) (which includes shift) of the vacancy on the vacancy transfer list provided for in Sub-section 5.a. below. Such transfer requests shall be submitted to the Personnel Office in writing. If there are less than three (3) qualified employees on the vacancy transfer list the Employer may consider all other forms of appointment.

4. Secondary Vacancies. Secondary vacancies shall be filled in the same manner as original vacancies except when the secondary vacancy occurs at a work location which is underutilized in terms of a protected group employee. In such case only the secondary vacancy may be filled by the Employer as part of the Department's affirmative action plan. However, if it is apparent that in filling a third or subsequent vacancy in the same sequence that the Employer could work toward its affirmative action goal by appointment to such third or subsequent vacancy within the same county, the third or subsequent vacancy in sequence

shall be used for this (affirmative action) purpose and the secondary vacancy shall be filled as provided in this Article.

5.a. Vacancy Transfer List. The Employer will establish vacancy transfer lists from which original and secondary vacancies will be filled by qualified employees. Such vacancy transfer lists shall be based upon the Seniority List provided for under Article II, Seniority. Requests for transfers shall be made on the appropriate form and sent to the Personnel Office. Lists will be updated on the first of each month. To be included on the list, transfer requests must be received by the Personnel Office by the 20th of the preceding month. Lists of work locations and their classifications shall be made available for review by employees. Transfer lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees no later than September 15 that transfer lists established by this agreement are expiring on September 30.

An employee may designate a maximum of three (3) preferred work units and/or locations.

In utilizing a vacancy transfer list to fill a vacancy, the Employer shall select one of the three most senior qualified employees who has designated a preference for the work location in which a vacancy is to be filled, except that an employee who accepts appointment from a vacancy transfer list shall not be entitled to another appointment from any vacancy transfer list during a six (6) month period following the effective date of the initial appointment from a vacancy transfer list.

In notifying the applicant(s) on the vacancy transfer list, the Employer shall furnish the employee the classification, work location, valid occupational or sub-class code (selective certification) requirements, and scheduled work days of the vacancy.

b. Removal from Vacancy Transfer List. An employee who has designated a preference for one or more work locations may voluntarily remove his/her name from any vacancy transfer list for such work locations by providing the Employer written request at any time prior to an offer of appointment being made by the Employer to the employee.

The name of an employee who declines an offer of appointment from the vacancy transfer list shall be removed from the vacancy transfer list for the work location in which the offered vacancy is located. An employee departing on vacation may furnish the Employer, prior to departure, a written indication of the priority order of one or more (up to three) of the employee's designated work locations on the vacancy transfer list which he/she will accept upon return from vacation. If such a vacancy arises during the period of the scheduled vacation,

the vacancy will be held open for the employee who shall be obligated to accept it.

c. Absence of Applicants on Vacancy Transfer List. In the event that there are no qualified applicants on a vacancy transfer list for the work location in which an original or secondary vacancy occurs, and/or in the event that there are qualified applicants but none has accepted an offer of appointment to the vacancy from the vacancy transfer list, the original or secondary vacancy shall be filled as though it were a subsequent level vacancy as provided below.

6. Subsequent Level Vacancies. Within a work location or county, the Employer shall have the option of filling third and subsequent level vacancies at the work location where such vacancies occur by means other than the vacancy transfer list including appointment to meet an affirmative action goal consistent with other provisions of this Agreement. Requests for transfers from outside the work location or Department will be considered equally with new hiring; reinstatement; rehire; return from LOA; inter-classification transfer; placement of trainees; volunteers (not necessarily by seniority); promotion; demotion; and, involuntary reassignment. The Employer may make involuntary reassignments to subsequent level vacancies in accordance with Section E.7. of this Article. Involuntary reassignments not in accordance with Section E.7. of this Article shall only be by inverse seniority from the work location of the Employer's choice.

7. Employee Conduct Transfer - Reassignment. An employee may be transferred or reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work location will be detrimental to the continued effectiveness of that work location or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct transfer or reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment shall be grievable. An employee conduct transfer shall not be grievable.

Reassignments shall not be executed solely for disciplinary purposes.

8. Hardship Transfers. Legitimate hardship transfer requests to another work location submitted by MSEA may be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair the operating effectiveness of the Department or any sub-unit thereof. For purposes of this Sub-section, hardship means health condition of an employee or an employee's immediate family (defined as spouse, children, parents or spouse's parents) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. MSEA agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable.

9. Exchange Transfer. An exchange transfer may take place upon agreement of involved employees, the Employer and MSEA.

F. Expense Reimbursement.

Employees who are reassigned with relocation under the provisions of this Article shall receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement. In addition, they shall be allowed travel, lodging, and meal allowances in accordance with the State Standardized Travel Regulations. If the Employer conducts interviews related to this Article, an employee selected for interview shall be allowed necessary and reasonable release from assigned duties and travel time without loss of pay or benefits. In the Department of Community Health, this Section shall apply only on a facility basis. Nothing in this Article shall preclude a Department from paying expenses on a transfer with relocation.